

RESOLUTION NO. 361-18

BE IT RESOLVED that the Mayor and Council of the Borough of Roselle Park, County of Union, State of New Jersey that Assistant Superintendent of Public Works Robert Krahnert be and is hereby promoted to the position of Superintendent of Public Works of the Borough of Roselle Park at a prorated salary of \$85,000.00 per annum, effective December 24, 2018 and continuing for the balance of year 2018 and the whole of year 2019, for a three (3) year term expiring December 23, 2021; and,

BE IT FURTHER RESOLVED that the forgoing term of appointment is conditioned upon Robert Krahnert's attaining certification as a Certified Public Works Manager (CPWM) no later than one (1) year from the effective date of the forgoing appointment, December 24, 2019; and,

BE IT FURTHER RESOLVED that upon attaining CPWM certification, Robert Krahnert's annual salary shall be increased \$5,000.00; and,

BE IT FURTHER RESOLVED that Robert Krahnert shall serve as Interim Principal Public Works Manager of the Borough of Roselle Park pursuant to N.J.S.A. 40A:9-154.6g.7c. for all time under the scope of the forgoing appointment when he is does not hold CPWM certification; and,

BE IT FURTHER RESOLVED that the Mayor and Borough Clerk are authorized to sign the attached employment agreement on behalf of the Borough effectuating the terms of Robert Krahnert's employment as Superintendent of Public Works.

*EMPLOYMENT AGREEMENT
SUPERINTENDENT OF PUBLIC WORKS*

This is an Agreement between the Borough of Roselle Park (the "Borough") with offices located at 110 East Westfield Avenue, Roselle Park, New Jersey 07204 and Robert Krahnert, who resides at, 337 Minute Arms Road, Union, New Jersey 07083.

WHEREAS, on, December 20, 2018 the Borough's Governing Body appointed Robert Krahnert to the position of Superintendent of Public Works effective December 24, 2018 for a three (3) year term expiring December 23, 2021 conditioned upon Robert Krahnert's attaining certification as a Certified Public Works Manager (CPWM) no later than December 24, 2019; and,

WHEREAS, the Borough of Roselle Park and Robert Krahnert, desire to set forth all of the terms and conditions of Robert Krahnert's employment as the Borough's Superintendent of Public Works.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, the Borough of Roselle Park and Robert Krahnert agree as follows:

- 1. Reporting Structure. Robert Krahnert shall report directly to the Mayor and Council of the Borough of Roselle Park.*

2. *Responsibilities.* Robert Krahnert will perform all of the duties and responsibilities of the Superintendent of Public Works as set forth in Roselle Park Borough Code, §2-29 et seq. which are incorporated into this Agreement by reference. Upon attaining certification as a Certified Public Works Manager (CPWM), Robert Krahnert shall also be designated the Principal Public Works Manager as more specifically defined in N.J.S.A. 40A:9-154.6a.
3. *Working Hours.* Robert Krahnert will work the hours needed to fulfill all of the duties and responsibilities of the position in a timely and efficient manner. Under normal circumstances, Robert Krahnert's regular work schedule will be 7:00 a.m. to 3:30 p.m., Monday through Friday. Robert Krahnert will be available at other times as needed and understands that the fulfillment of his responsibilities will require working outside of the regular work schedule. Robert Krahnert further understands that meetings, such as budget discussions and council meetings, will generally occur in the evening. It is understood and agreed that the Borough will not provide Robert Krahnert with additional compensation for attendance at these meetings or for work performed outside of the regular work schedule.
4. *Annual Salary.* The Borough agrees to pay an annual base salary of Eighty-Five Thousand Dollars (\$85,000.00) on a pro-rated basis for years 2018 and 2019, and to provide adjustments in future years in accordance with those provided in the prevailing contract between the Borough of Roselle Park and the Clerical Bargaining Unit of the Borough of Roselle Park. Upon attaining certification as a Certified Public Works Manager, Robert Krahnert's annual salary will be increased five-thousand dollars (\$5,000.00).
5. *No Eligibility for Overtime* Robert Krahnert is not eligible for overtime compensation or compensatory time. However, with permission from Mayor and Council, Robert Krahnert may be permitted to utilize excessive work hours as a means of time off.
6. *Borough Policies.* Robert Krahnert understands and agrees that he will follow all Borough policies, procedures, rules and regulations concerning employee conduct in the workplace. These policies, procedures, rules and regulations are incorporated by reference into this Agreement.
7. *Insurance/Pension.* The Borough shall provide health insurance, hospitalization, dental, prescription and life insurance coverage consistent with all other management/non-union employees hired after January 1, 1999 and commencing consistent with the terms of said coverage. Robert Krahnert will be responsible for contributing the same percentage as the Clerical Bargaining Unit toward the cost of health insurance coverage. Employee will have pension coverage under the New Jersey Public Employee Retirement System ("PERS").
8. *Notification of Absence.* Robert Krahnert will provide the Mayor and Council with as much advance notice as possible of all absences, but in no event less than three (3) working days; except in cases of emergency or where advance notice is not

practicable, at which time Robert Krahnert will provide notice of his absence as soon as practicable.

9. *Benefits. Effective January 1, 2019 Robert Krahnert shall receive twenty (20) days per year of vacation time. He will also receive fifteen (15) holidays, three (3) personal time days and fifteen (15) sick leave days. Robert Krahnert shall also receive a clothing allowance of six-hundred dollars (\$600.00) per year. Upon mutual agreement of the parties, Robert Krahnert may receive additional benefits deemed appropriate for someone at his level, with his years of experience, and his proven dedication to the Borough.*
10. *Accumulated Sick Time. Robert Krahnert shall be entitled to sell back his accumulated sick leave at the rate of one (1) day for every three (3) accumulated sick days up to a maximum of \$15,000.00 in retirement.*
11. *Retirement. Upon Robert Krahnert attaining fifteen (15) years of service with the Borough and having reached the age of sixty-five (65), he will be entitled to receive Borough paid major medical insurance and prescription program insurance, unless Robert Krahnert is receiving similar benefits from another employer, a former employer or another source on a non-contribution basis. Robert Krahnert will be responsible to contribute pursuant to State law.*
12. *Worker's Compensation. The Borough will provide Robert Krahnert with worker's compensation insurance in accordance with established State regulations.*
13. *Seminars, Conferences and Training. The Borough will permit Robert Krahnert to use a reasonable amount of time to attend seminars, conferences and training programs; including those required to maintain his Certified Public Works Manager (CPWM) license as applicable. Robert Krahnert may also participate in professional associations. The Borough will underwrite or reimburse the costs for dues, housing, and registration expenses for such seminars, conferences, training programs, and associations except in the following instances:*
 - a. *In the case of out-of-state seminars or conferences, the Borough will underwrite or reimburse the costs for registration expenses for such seminars, conferences, and training programs, but will not pay for travel or housing; such costs shall be borne and paid for by Robert Krahnert.*
14. *Resignation. Robert Krahnert will provide a minimum of thirty (30) days advance written notice of his intent to resign. If mutually acceptable, the Borough and Robert Krahnert may agree to reduce the length of notice at the time it is given. Failure to provide a minimum of thirty (30) days advance notice will constitute a resignation not in good standing.*
15. *Termination. Except as otherwise provided in this Agreement, Robert Krahnert employment shall terminate the earliest to occur of the dates specified below:*

- a. *At the close of Borough business on December 24, 2019 in the event Robert Krahnert's fails to attain certification as a Certified Public Works Manager (CPWM) by that date.*
- b. *The close of business on an early resignation date mutually agreed to in writing by the Borough and Robert Krahnert.*
- c. *The close of business on the thirtieth (30th) day following Robert Krahnert having provided written notification of his intent to voluntarily resign.*
- d. *The close of business on the day on which the Borough shall have delivered to Robert Krahnert a written notice of the Borough's decision to terminate his employment for "Cause", which is defined as:*
 - i. *Gross negligence by Robert Krahnert with regard to the Borough where it results in material detriment to the Borough;*
 - ii. *Substantial and continuing refusal or failure by Robert Krahnert to perform the duties required of him, other than any such failure to perform resulting from incapacity due to physical or mental illness;*
 - iii. *Robert Krahnert being convicted of a felony or pleading nolo contendere to a felony;*

With regard to paragraphs (i) and (ii) herein, Robert Krahnert shall be given no less than thirty (30) days written notice to cure any defect, wrongdoing, or item which the Borough has considered "cause" to terminate his employment prior to the Borough's final determination on his termination. If such final determination is made, the Borough shall provide thirty (30) days written notice of the final date of employment; except that less than thirty (30) days written notice may be provided in a case where it is determined, at the Borough's sole discretion, that such further employment may adversely affect the operations of the Borough.

- e. *The close of business on the day on which the Borough shall have delivered to Robert Krahnert a written notice of the Borough's election to terminate his employment because of disability, where no reasonable accommodation was possible. Disability shall be defined as Robert Krahnert's inability to substantially perform his material duties for an aggregate of one hundred and twenty (120) days in any six (6) month period. Should Robert Krahnert wish to challenge the termination based on disability, he must present a doctor's note indicating his ability to perform the essential functions of the job with or without a reasonable accommodation from the Borough. The Borough will then have the right to send Robert Krahnert for a second opinion to a doctor of its choosing, at Borough expense. Should the Borough's doctor disagree with Robert Krahnert's doctor, then the Borough may select a third doctor, with no affiliation to the*

Borough, at the Borough's expense. The opinion of this third doctor will be controlling.

16. *Performance Evaluation. Robert Krahnert agrees to take part in an ongoing performance evaluation process where formalized evaluations take place no less than once per year. Such evaluations shall be conducted by the Mayor and Council as whole, and shall be performed in a manner pursuant to formal and generalized policies promulgated by them in consult with labor counsel.*
17. *Residency. The Borough shall not require Robert Krahnert to become a resident of the Borough at any time during his employment as Superintendent of Public Works.*
18. *Defense. The Borough shall defend, hold harmless and indemnify Robert Krahnert against any tort, professional liability claim, demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of his duties, including any action which might commence or continue after his retirement, resignation or termination. The Borough shall not defend, hold harmless or indemnify Robert Krahnert where he was acting outside the scope of his responsibilities or engaged in willful or gross misconduct.*
19. *Entire Agreement. This Agreement sets forth the entire agreement between the parties, fully supersedes any and all prior agreements or understandings between the parties, and many not be modified orally. Either party may seek to terminate or amend this Agreement. All amendments to this Agreement must be in writing signed by the Borough, through its Governing Body, and Robert Krahnert.*
20. *Severability. Should any provision of this Agreement be declared or determined by the court to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected and the illegal or invalid part, term or provision shall be revised by the court in order that it should be considered legal.*
21. *Arbitration Disputes. The Borough and Robert Krahnert agree that any dispute that may develop under this Agreement shall be resolved through binding arbitration in accordance with the rules of the New Jersey Public Employment Relations Commission. Each party shall be responsible for its own attorney's fees and the costs of the arbitration will be evenly split between the parties. Judgement upon the award rendered by the arbitrator may be entered in any court having jurisdiction.*
22. *Outside Employment. Outside employment must be secondary to Borough work. However, Robert Krahnert is allowed to have outside employment as long as the schedule of such employment does not conflict with Borough business or create a conflict or appearance of impropriety for the Borough. Robert Krahnert must obtain the written approval of the Mayor before accepting any outside employment.*
23. *Confidential Information. "Confidential Information" is technical or business information of the Borough discovered, invented, authored or acquired by Robert*

Krahnert during his employment with the Borough and not generally known to the public. Robert Krahnert recognizes and acknowledges that Confidential Information, which Robert Krahnert will become knowledgeable of as an employee of the Borough, are valuable, special and unique aspects of the Borough. Accordingly, during Robert Krahnert's employment and for an unlimited period following the termination of his employment with the Borough, whether termination is voluntary or involuntary, and regardless of the reason, Robert Krahnert shall not, without the express written consent of the Borough, directly or indirectly, by Robert Krahnert or through any other person, firm, partnership, corporation, entity or enterprise, disclose or use in any manner, or allow to be disclosed or used in any manner the Borough's Confidential Information.

- 24. Borough Property. All originals and photocopies or any other form of reports, memoranda, manuals, agreements, books, computer records and printouts, customer lists, sales records, and any other material and/or equipment furnished to and/or maintained by Robert Krahnert in connection with his employment with the Borough shall remain the property of the Borough and shall be returned to the Borough: (1) upon demand; or, (2) immediately upon termination of employment. In the case of the latter, the Borough reserves the right to withhold Robert Krahnert's final paycheck until such a time as all Borough property is returned.*
- 25. Governing Law. This Agreement shall be governed by and construed under the laws of the State of New Jersey applicable to agreements made to be performed therein. The courts of the State of New Jersey, Union County, shall have exclusive jurisdiction.*
- 26. Incorporation by Reference. This Agreement incorporates by reference relevant Borough Codes. In the event of a conflict between this Agreement and Borough Codes, this Agreement will control.*
- 27. Survival of Obligations. The obligations in this Agreement shall continue after termination of Robert Krahnert's employment, regardless of the reason for termination.*